सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 20,000

e-Stamp

Certificate No.	:	IN-KA37167505478506U
Certificate Issued Date	:	14-Feb-2022 02:46 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ YELAHANKA2/ KA-BN
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08130832240995 70U
Purchased by	:	B B UMESHA SMLP ASPHALT
Description of Document	:	Article 12 Bond
Description	:	[illegible] AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	B B UMESHA SMLP ASPHALT
Second Party	:	EXECUTIVE ENGINEER YELAHANKA DIVISION BBMP
Stamp Duty Paid By	:	B B UMESHA SMLP ASPHALT
Stamp Duty Amount(Rs.)	:	20,000 (Twenty Thousand only)

सत्यमेव जयत

MAHAYOGI VEMANA SOUHARDA PATTINA SAHAKARI NIYAMITHA YALAHANKA

RS. 20,000 14 FEB 2022

Please write or type below this line

BRUHATH BANGALORE MAHANAGARA PALIKE

No.BBMP/EE/YNK/E-PMT No-08/AG/578 /2021-22 **Dated:** 14.02.2022

This Agreement, made on 14th FEB 2022 between **The Executive Engineer Yelahanka division, BBMP Bangalore -560064** (hereinafter called "the Employer") of the one part and M/s SMLP Asphalts (Pro B.B.Umesh), No:1265, Ground Floor, HIG B Sector, Yelahanka New Town, Bangalore-560064 (hereinafter called "the Contractor") of the other part.

Statutory Alert:
1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

Whereas the Employer is desirous that the Contractor execute "Restoration and Improvements of Mahalakshmi layout, Balaji layout, Best County-II & III, Bhaskar Reddy, Andhra layout,thirumalanagara and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-10)" and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of **Rs.17,67,64,896/-** (Rupees Seventeen Crores Sixty Seven Lakhs Sixty Four Thousand Eight Hundred Ninety Six Only) and 12% GST **Rs.2,12,11,787/-** (Rupees Two Crore Twelve Lakhs Eleven Thousand Seven Hundred Eighty Seven Only) Which is (+)1.00% above of amount put to tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The contractor shall complete the work to the satisfaction of the BBMP and shall rectify the defects, if any during **defect liability period of 3 years** from the date of completion of the work and the agency has submitted **security deposit Amount (FSD) of Rs 53,05,000.00 (Rupees Fifty Three Lakhs Five Thousand Only), in form of BG vide No:22909BG000002, dated:14-02-2022 and the Same may valid until 14-02-2023 issued on Karnataka Bank Ltd., Yelahanka new Town Branch** The security deposit amount shall be released only after completion of the **defects liability period of 3 years** from the date of completion of the work without interest.
5. The other contract conditions as per KW4 standard tender document.

6. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

i) Letter of Acceptance;
ii) Notice to proceed with the works;
iii) Contractor's Tender;
iv) Contract Data;
v) Conditions of contract (including Special Conditions of Contract);
vi) Specifications;
vii) Drawings;
viii) Bill of Quantities; and
ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written.

In Witness whereas the parties have said their hand and seal this day and year first mentioned.

1. .....

2. .....

Contractor

The Executive Engineer
Yelahanka division
BBMP Bangalore – 64